

PART G

**SENECA PLANT BARGAINING UNIT
RETIREMENT PLAN PROVISIONS**

Composite through Amendment No. 7 to FirstEnergy Corp. Master Pension Plan

(Amendment No. 1 to Part G)

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ARTICLE G1

NAME AND CONSTITUENT PLAN

G1.1 Name. The name of this part of the Plan is the Seneca Plant Bargaining Unit Retirement Plan Provisions (sometimes referred to as “Part G”).

G1.2 Constituent Plan. Part G, together with Part A of the Plan, constitute the Seneca Plant Bargaining Unit Retirement Plan (sometimes referred to as the “Seneca Constituent Plan”). The Seneca Constituent Plan was originally established as a January 1, 2007 amendment and restatement of the 1999 Seneca Plan and has been subsequently amended.

ARTICLE G2

DEFINITIONS

Unless the context otherwise indicates, the following terms used herein shall have the following meanings whenever used in this Part G:

G2.1 Accrued Benefit. The words “Accrued Benefit” shall mean with respect to a Seneca Participant at a particular date (the “determination date”) the Basic Annuity determined as of such date in accordance with the formula set forth in Section G6.1 hereof, payable under the Single Life Annuity Option commencing on the first day of the month following his Normal Retirement Date (or, if later, commencing on the first day of the first calendar month that begins on or after the determination date). A Seneca Participant’s monthly Accrued Benefit under the Seneca Constituent Plan shall be equal to one-twelfth (1/12th) of the annual amount determined under this Section.

G2.2 Basic Annuity. The words “Basic Annuity” shall mean the annual amount determined in accordance with the formula set forth in Section G6.1 hereof. A Seneca Participant’s monthly amount of Basic Annuity under the Seneca Constituent Plan shall be equal to one-twelfth (1/12th) of the annual amount of Basic Annuity determined in accordance with the formula set forth in Section G6.1 hereof.

G2.3 Basic Earnings. The words “Basic Earnings” shall mean the sum of the Earnings received by a Seneca Participant over the five (5) calendar years of his highest Earnings divided by five (5) or the number of years (including fractions of a year) for which the Seneca Participant received Earnings, whichever is smaller.

G2.4 Benefit Commencement Date. The words “Benefit Commencement Date” shall mean:

- (a) except as provided in subparagraph (b) below, the date as of which payment of a Seneca Participant's Retirement Income is scheduled to commence under Section G6.1, G6.2, G6.3, G6.4 or G7.2 hereof, as applicable; or
- (b) if payment of a Seneca Participant's Retirement Income actually commences on a date later than the scheduled starting date for payment as determined under subparagraph (a) above because of the need to comply with the notification requirements of Section G8.2, such later date.

Except as otherwise required by law, if the stock or assets of the business unit by which a Seneca Participant is employed are sold or transferred to a person, entity or joint venture which is not an Affiliate of a Participating Employer, such Seneca Participant's Benefit Commencement Date may not occur earlier than the date the Seneca Participant could have commenced benefits under the terms of the Plan if he terminated employment or retired from the Participating Employer as of the day before the transaction.

G2.5 Benefit Service. The words "Benefit Service" shall have the meaning set forth in Article G4 hereof. Prior to January 1, 2007, "Benefit Service" was referred to as "Creditable Service."

G2.6 Collective Bargaining Agreement. The words "Collective Bargaining Agreement" shall mean the collective bargaining agreement between FirstEnergy Generation Corp. and IBEW Local 459 Seneca.

G2.7 Combined Benefit Service. The words "Combined Benefit Service" shall have the meaning set forth in Article G4 hereof. Prior to January 1, 2007, "Combined Benefit Service" was referred to as "Combined Creditable Service."

G2.8 Contingent Beneficiary. The words "Contingent Beneficiary" shall mean the person designated by a Seneca Participant pursuant to Section G8.2 hereof to receive the remaining guaranteed payments under a Period Certain Annuity Option if the Seneca Participant dies prior to the expiration of the Selected Period under the Period Certain Annuity Option.

G2.9 Contract Worker. The words “Contract Worker” shall mean any person who provides services to a Participating Employer pursuant to a written agreement, other than the Collective Bargaining Agreement, between a Participating Employer (or any of the FirstEnergy Companies acting on the Participating Employer’s behalf) and any entity that is not one of the FirstEnergy Companies. The words “Contract Worker” shall include any person who is a Leased Person. A person who is a Contract Worker shall be treated as a Contract Worker for purposes of the Seneca Constituent Plan, notwithstanding any determination by a court, the Internal Revenue Service or other governmental entity that such person is properly classified as a common-law employee of a Participating Employer, rather than as an independent contractor.

G2.10 Earnings. The word “Earnings” shall mean the base wage or salary paid to a Seneca Participant by any of the GPU Companies and FirstEnergy Companies in cash or its equivalent and any annual incentive paid, including any Six Hundred Dollars (\$600.00) bonus paid as of January 1, 2006 to a Seneca Participant employed by the FirstEnergy Companies on December 31, 2005, and any Six Hundred Dollars (\$600.00) bonus paid as of May 15 each year to a Seneca Participant employed as of May 14 of the year in which such bonus is paid, beginning May 15, 2007 and ending May 15, 2010. In addition, if a Seneca Participant’s compensation consists wholly or in part of commissions, such commissions shall be treated as base wages or salary. Earnings shall be determined before any reduction which the Seneca Participant has elected in accordance with a “cafeteria” plan, a “qualified transportation fringe” plan or a “cash or deferred arrangement” pursuant to Section 125, 132(f)(4) or 401(k) of the Code, including, effective January 1, 1998, amounts not available to a Seneca Participant in lieu of group health plan coverage and deemed to be contributions under Section 125 of the Code because the Seneca Participant is unable to certify that he has other health coverage.

A Seneca Participant shall also be treated as having received pay during any period for which Benefit Service is credited while he is on leave of absence for Military Service at his rate of base wages or salary in effect immediately prior to the start of such period, and such pay shall be treated as Earnings. Notwithstanding anything in this Part G to the contrary, effective January 1, 2009, such pay may not be less than any “differential wage payments” (as described in Section 3401(h)(2) of the Code) paid with respect to the Military Service.

There shall be excluded from the calculation of a Seneca Participant’s Earnings overtime pay, reimbursement for expenses, employer contributions to the FirstEnergy Corp. Flexible Benefit Plan, employer contributions to the payment of premiums for life insurance coverage provided to the Seneca Participant under any insurance plan, program or other arrangement maintained by any Participating Employer, or any other similar special payments over and above base wage or salary not explicitly included in his Earnings in this Section. In addition, no compensation paid to (or accrued for) a Seneca Participant with respect to services performed while a Contract Worker for any of the FirstEnergy Companies or while a Contract Worker (as described in the GPU Companies Plan prior to the Effective Date) for any GPU Companies shall be treated as Earnings.

The Seneca Constituent Plan shall not take into account the part of a Seneca Participant’s Earnings in excess of the applicable dollar limit under Section 401(a)(17) of the Code (such limit being \$160,000 for the year 1999, \$170,000 for the years 2000 and 2001, \$200,000 for the year 2002 and being \$200,000 as adjusted under Code section 401(a)(17)(B), for any year after 2002).

G2.11 Effective Date. The words “Effective Date” shall mean July 26, 1999, the date on which the 1999 Seneca Plan originally became effective.

G2.12 Eligibility Service. The words “Eligibility Service” shall have the meaning set forth in Article G4 hereof. Prior to January 1, 2007, “Eligibility Service” was referred to as “Vesting Service.”

G2.13 FirstEnergy. The word “FirstEnergy” shall mean FirstEnergy Corp. and its successor or successors.

G2.14 FirstEnergy Companies. The words “FirstEnergy Companies” shall mean corporations:

- (a) which are treated under Section 414(b) of the Code as members of the same controlled group of corporations that includes FirstEnergy as a member; or
- (b) which are otherwise required to be aggregated with FirstEnergy in accordance with Section 414(c), 414(m) or 414(o) of the Code.

For the purposes under the Seneca Constituent Plan of determining whether or not a person was an Employee and the period of such person’s employment, each such other corporation shall be treated as one of the FirstEnergy Companies only for such period or periods during which such other corporation is a member of such controlled group or is required to be so aggregated, except as provided in Section G4.1(c) hereof.

G2.15 GPU Benefit Service. The words “GPU Benefit Service” shall have the meaning set forth in Article G4 hereof. Prior to January 1, 2007, “GPU Benefit Service” was referred to as “GPU Creditable Service.”

G2.16 GPU Companies. The words “GPU Companies” shall mean, solely with respect to periods prior to the Effective Date (or November 7, 2001 with respect to the last paragraph of Section G4.1(c) hereof), corporations which:

- (a) were treated under Section 414(b) of the Code as members of the same controlled group of corporations that included GPU, Inc. (formerly General Public Utilities Corporation) as a member; or

- (b) were otherwise required to be aggregated with GPU, Inc. in accordance with Section 414(c), 414(m) or 414(o) of the Code.

For the purposes of determining whether or not a person was an employee of the GPU Companies and the period of such person's employment, each such other corporation shall be treated as one of the GPU Companies only for such period or periods during which such other corporation was a member of such controlled group or was required to be so aggregated, except as provided in Section 5.3 of the GPU Companies Plan.

G2.17 GPU Companies Plan. The words "GPU Companies Plan" shall mean the GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW Local 459 or UWUA Local 180 as in effect from time to time prior to July 26, 1999.

G2.18 Hour of Service. The words "Hour of Service" shall mean an hour for which a person was paid by, or entitled to payment from, any of the FirstEnergy Companies or the GPU Companies, if applicable, for the performance of or for reasons other than the performance of duties, or for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by any of the FirstEnergy Companies or GPU Companies, if applicable. An Hour of Service for which back pay is so awarded or agreed to shall be credited to the person for the period to which the award or agreement pertains rather than for the period in which it is paid. Hours of Service shall be computed and credited in accordance with paragraphs (b) and (c) of Section 2530.200b.2 of the Department of Labor regulations. Hours of Service with the GPU Companies shall only be counted for purposes of eligibility, vesting and benefit entitlement under the Seneca Constituent Plan. Hours of service with the GPU Companies shall not be taken into account for purposes of benefit accrual under the Seneca Constituent Plan.

G2.19 IBEW Local 459 Seneca. The words "IBEW Local 459 Seneca" shall mean the International Brotherhood of Electrical Workers Local 459 at Seneca.

G2.20 Joint Annuitant. The words “Joint Annuitant” shall mean either:

- (a) the spouse to whom a Seneca Participant is married on his Benefit Commencement Date; or
- (b) a non-spouse Beneficiary;

who is designated, or deemed to have been designated, by the Seneca Participant pursuant to Article G8 hereof to receive Retirement Income payments under an Option described in Article G8 on his death.

G2.21 Normal Retirement Age. The words “Normal Retirement Age” shall mean with respect to a Seneca Participant the later of:

- (a) his sixty-fifth (65th) birthday; and
- (b) the earlier of:
 - (i) his completion of five (5) years of Eligibility Service; or
 - (ii) the fifth (5th) anniversary of the date his participation in the Seneca Constituent Plan, the Predecessor Plan or the GPU Companies Plan commenced;

provided, however, that the “Normal Retirement Age” of a Seneca Participant, who was first employed by the FirstEnergy Companies or any of the GPU Companies either on or before his sixtieth (60th) birthday or on or before January 1, 1988 and between his sixtieth (60th) and sixty-fourth (64th) birthdays, shall be his sixty-fifth (65th) birthday.

G2.22 Normal Retirement Date. The words “Normal Retirement Date” shall mean with respect to a Seneca Participant the last day of the calendar month following his attainment of his Normal Retirement Age (or the date of attainment of his Normal Retirement Age if that date occurs on the last day of a calendar month).

G2.23 Participating Employer. The words “Participating Employer” shall mean the Company or any Affiliate which has become a Participating Employer under the Seneca

Constituent Plan pursuant to Article A13 hereof, but only for periods while it is deemed to be a Participating Employer under the Seneca Constituent Plan or a Predecessor Plan.

G2.24 Predecessor Plan. The words “Predecessor Plan” shall mean, solely for purposes of this Part G, the 1999 Seneca Plan.

G2.25 Retirement Income. The words “Retirement Income” shall mean the benefit payable under the Seneca Constituent Plan in accordance with Articles G5, G6, G7 and G8 hereof. A Seneca Participant’s monthly Retirement Income under the Seneca Constituent Plan shall be equal to one-twelfth (1/12th) of his annual Retirement Income under the Seneca Constituent Plan.

G2.26 Seneca. The word “Seneca” shall mean the Seneca Pumped Storage Generating Station.

G2.27 Seneca Participant. The words “Seneca Participant” shall mean any Employee who continues as a Seneca Participant under the Seneca Constituent Plan in accordance with Article G3 hereof. Any person who is a Seneca Participant in accordance with Article G3 hereof shall remain a Seneca Participant until his termination of employment; provided, however, that his status as a Seneca Participant or as an Inactive Seneca Participant shall be determined under Article G3 hereof.

ARTICLE G3

ELIGIBILITY AND PARTICIPATION

G3.1 Requirements.

(a) Each Employee who was both:

- (i) a Participant under the Predecessor Plan; and
- (ii) an Employee of a Participating Employer;

on December 31, 2006, became a Seneca Participant under the Seneca Constituent Plan on January 1, 2007 if on January 1, 2007 he was still employed by a Participating Employer as a Bargaining Unit Employee covered by the Collective Bargaining Agreement.

(b) Subject to Article A12 hereof, no other Employee shall become a Seneca Participant under the Seneca Constituent Plan on or after January 1, 2007.

G3.2 Former Employees. If a former Employee, who was previously a Seneca

Participant or a Participant under the Predecessor Plan, is rehired, he shall not become a Seneca Participant and shall not accrue any further benefits under the Seneca Constituent Plan. If such an Employee is rehired at a time when his prior Eligibility Service under the Seneca Constituent Plan is cancelled, he shall not have an accrued benefit under the Seneca Constituent Plan.

G3.3 Status of Participant. The status of a Seneca Participant shall be

determined as follows:

- (a) He shall be a Seneca Participant so long as he is an Employee of a Participating Company covered by the Collective Bargaining Agreement, and shall cease to be a Seneca Participant when he shall have ceased to be an Employee of a Participating Company covered by the Collective Bargaining Agreement.
- (b) He shall be considered to be an Inactive Seneca Participant during any period in which he continues to be an Employee but is not employed by a Participating Company, or is not covered by the Collective Bargaining Agreement. Inactive Seneca Participants do not accrue benefits under the Seneca Constituent Plan. In addition, any other Employee who is not a Seneca Participant but who has an accrued benefit under the Seneca

Constituent Plan which has not been cancelled shall be considered to be an Inactive Seneca Participant.

ARTICLE G4

CREDITING OF SERVICE

G4.1 Benefit Service. A Seneca Participant's Benefit Service shall be determined as follows:

- (a) A Seneca Participant's Benefit Service shall mean his aggregate number of years of employment with all of the FirstEnergy Companies, rounded to the nearest number of whole years, as described in the following sentence. The fractional year beginning on the last anniversary of his date of employment and ending on the date of cessation of his employment will count as a full year if he is employed for either at least six (6) months or at least one thousand (1,000) Hours of Service in that fractional year; otherwise that fractional year will not be added to his Benefit Service.

If a Seneca Participant terminates employment with the FirstEnergy Companies and is reemployed by any of the FirstEnergy Companies, whether or not by the same company with which he was formerly employed, the inclusion in Benefit Service of the earlier period of employment shall be determined in accordance with the following rules:

- (i) The earlier period of employment shall be included in his Benefit Service if any of the following three (3) circumstances apply:
- (A) he had satisfied the requirements for a vested benefit at the time of such termination; or
 - (B) he returns to work within five (5) years of such termination; or
 - (C) his number of years of Benefit Service at the time of the initial termination of his employment is the same or more than the number of years of his period of absence.

The number of years of his period of absence shall be counted as the number of three hundred sixty-five (365) day periods, measured from one anniversary of his initial date of employment to the next, starting with the period in which his employment was initially terminated and ending with the year of his reemployment, excluding the first and/or last year if he worked not more than five hundred (500) Hours of Service in the year. Solely for purposes of measuring the length of his period of absence, he shall be deemed to have been employed at the rate of forty (40) Hours of Service

per week during the first one hundred four (104) weeks of any Maternity/Paternity Leave of Absence.

- (ii) If subparagraph (i) above does not apply, such earlier period of employment shall not be included in his Benefit Service.
 - (iii) If he is not reemployed until after two (2) anniversaries of his initial date of employment have passed, his Benefit Service shall be determined separately for each of the earlier and later periods of employment, without regard to the other, and then, if applicable, added together.
 - (iv) If he is reemployed before two (2) such anniversaries have passed, but is not employed for at least five hundred one (501) Hours of Service between such two (2) anniversaries, or is not employed for at least five hundred one (501) Hours of Service in the three hundred sixty-five (365) days preceding the first such anniversary, his Benefit Service in this case also shall be determined separately for each of the earlier and later periods of employment, without regard to the other and then, if applicable, added together. If he is reemployed before two (2) such anniversaries have passed, is employed for at least five hundred one (501) Hours of Service between such two (2) anniversaries, and is employed for at least five hundred one (501) Hours of Service in the three hundred sixty-five (365) days preceding the first such anniversary, his Benefit Service shall be determined as though he had been on a leave of absence, rather than terminated and reemployed, but shall be reduced by one (1) year if he is not employed for either at least six (6) months or at least one thousand (1,000) Hours of Service between such two (2) anniversaries and shall be reduced by one (1) year if he is not employed for either at least six (6) months or at least one thousand (1,000) Hours of Service in the three hundred sixty-five (365) days preceding the first such anniversary.
 - (v) If he terminates employment and is reemployed more than once, the above rules shall be applied successively.
- (b) Absence on account of sickness, or temporary layoff on account of reduction in work force, or leave of absence granted to an Employee by his employer shall not be considered as a break in the continuity of the Employee's service, and such Employee shall be deemed to have been employed at the rate of forty (40) Hours of Service per week during the period of such absence for purposes of computing the amount of his Benefit Service. Retirement in accordance with Article G7 hereof will have the effect of terminating any such absence. The decision of the Administrator as to what constitutes a temporary layoff shall be final and

conclusive. The provisions of this subparagraph shall be uniformly applied in a non-discriminatory manner.

- (c) There shall be counted as employment with the FirstEnergy Companies, for the purposes of subparagraph (a) above, employment with any of the following:
 - (i) companies which have been or are merged or acquired by a Participating Employer;
 - (ii) companies substantially all the assets of which have been or are acquired by a Participating Employer;
 - (iii) former or future subsidiaries of a Participating Employer; and
 - (iv) Affiliated Companies.

The term “Affiliated Companies” shall include all corporations, partnerships, or other organizations, determined from time to time by the Board of Directors to be or to have been affiliated and shall include FirstEnergy.

Notwithstanding the foregoing, no employment or service with the GPU Companies during periods prior to November 7, 2001 shall be taken into account in determining Benefit Service under this Section.

- (d) In no event shall a strike or lockout be considered a break in continuity of service or a termination of employment within the meaning of this Section.
- (e) A Seneca Participant’s Benefit Service shall include the period in which he is on leave of absence for Military Service.
- (f) No Employee shall be entitled to duplicate credit for any period of Benefit Service.
- (g) Solely for the purpose of determining the conditions under which accumulated prior service is disregarded in accordance with subparagraph(a)(i) hereof, Benefit Service shall include employment with any of the FirstEnergy Companies and any of the GPU Companies (for periods prior to the Effective Date) which is neither employment with any Participating Employer nor employment counted in accordance with Section G4.1(c) hereof.
- (h) No period during which services were performed as a Contract Worker shall be treated as Benefit Service (except as otherwise expressly required under the Code).

- (i) If a Seneca Participant receives (or is deemed to have received) a lump sum distribution in accordance with Section A11.5, A11.6 or G8.5 hereof, the Benefit Service he had earned prior to his termination of employment shall be disregarded unless and until he repays (or is deemed to have repaid) such lump sum distribution as set forth below or in Section A11.6 hereof. If a Seneca Participant receives a lump sum distribution (other than pursuant to Section A11.6 hereof) and is subsequently reemployed by any Participating Employer, he may repay the amount of such lump sum distribution, within five (5) years of such subsequent reemployment and prior to January 1, 2007, with interest at the rate determined for purposes of Section 411(c)(2)(C)(iii) of the Code in effect on the first day of the year of repayment.

G4.2 GPU Benefit Service. “GPU Benefit Service” shall mean an Employee’s total periods of service or employment with the GPU Companies prior to the Effective Date, as counted under the provisions of the GPU Companies Plan for the purpose of determining the amount of his or her Retirement Annuity under the GPU Companies Plan. GPU Benefit Service shall also include any additional years of Creditable Service to which such Employee is entitled pursuant to Section 21.1(a) of the GPU Companies Plan, as amended and restated effective January 1, 1999. GPU Benefit Service shall not include any periods of service or employment with the FirstEnergy Companies. In addition, no period during which services were performed as a Contract Worker (as described in the GPU Companies Plan prior to the Effective Date) shall be treated as GPU Benefit Service (except as otherwise expressly required under the Code).

G4.3 Combined Benefit Service. A Seneca Participant’s Combined Benefit Service shall be equal to:

- (a) his Benefit Service; plus
- (b) his GPU Benefit Service.

G4.4 Eligibility Service. A Seneca Participant’s Eligibility Service shall be determined as follows:

- (a) A Seneca Participant’s Eligibility Service shall mean the number of years, months, and days of his active employment with any of the FirstEnergy

Companies (and the GPU Companies in the case of Eligibility Service for periods prior to the Effective Date). Eligibility Service shall also include the number of years, months, and days during the following periods:

- (i) A period of absence for any reason other than quit, discharge, or retirement. Any absence will be considered ended upon quit, discharge, or retirement.
- (ii) A period of Military Service.

If he terminated employment with the GPU Companies before January 1, 1976 and was reemployed by any of the FirstEnergy Companies (or by any of the GPU Companies prior to the Effective Date), employment prior to such date will be disregarded.

If he terminates employment with the FirstEnergy Companies (or the GPU Companies for periods prior to the Effective Date) on or after January 1, 1976 and is reemployed by any of the FirstEnergy Companies (or by any of the GPU Companies prior to the Effective Date), his earlier period of employment will be disregarded only if:

- (iii) he has not satisfied the requirements for a vested benefit at the time of such termination under the Seneca Constituent Plan (or the Predecessor Plan if such termination occurred on or after the Effective Date or prior to January 1, 2007 or the GPU Companies Plan if such termination occurred prior to the Effective Date); and
- (iv) the length of time between such termination and such reemployment, in years, months, and days, is greater than his Eligibility Service at the time of such termination; and
- (v) either:
 - (A) the termination occurred before November 1, 1985; or
 - (B) the length of time between such termination and such reemployment is greater than five (5) years.

Solely for purposes of measuring the length of time between such termination and such reemployment, there shall be disregarded the first one hundred four (104) weeks of any Maternity/Paternity Leave of Absence. In addition, on and after August 5, 1993, FMLA Leave shall not be treated as or counted toward a break in Eligibility Service for purposes of determining entitlement to a vested benefit.

The Eligibility Service of a Seneca Participant with two (2) or more periods of employment shall be determined separately for each such period which, in accordance with the preceding rules, is to be counted.

The resulting years, months, and days shall then be added together, counting thirty (30) days as one (1) month and twelve (12) months as one (1) year.

Eligibility Service shall also include the number of years, months, and days between the date of termination and the date of reemployment if he is reemployed with any of the FirstEnergy Companies (or with any of the GPU Companies prior to the Effective Date) on or before the first anniversary of the date of such termination. If such termination occurs during a period of absence from work, such reemployment must occur on or before the first anniversary of the first day of such absence in order for the provisions of this paragraph to apply. The Employee need only be reemployed for one (1) Hour of Service.

No Employee shall be entitled to duplicate credit for any period of Eligibility Service.

- (b) Solely for the purposes of determining eligibility for benefits in accordance with Section G5.4 hereof, Eligibility Service shall include employment as a temporary or part-time employee with the GPU Companies prior to January 1, 1976 but after the starting date of the applicable period or calendar year in which such temporary or part-time employee first worked at least one thousand (1,000) Hours of Service and shall include employment with any of the FirstEnergy Companies and any of the GPU Companies (for periods prior to the Effective Date) which is neither employment with any Participating Employer nor employment counted in accordance with Section G4.1(c) hereof.
- (c) No period during which services were performed as a Contract Worker shall be treated as Eligibility Service (except as otherwise expressly required under the Code).

ARTICLE G5

ELIGIBILITY FOR RETIREMENT INCOME

G5.1 Normal Retirement. A Seneca Participant who retires from employment on his Normal Retirement Date shall be eligible to receive Normal Retirement Income as provided in Section G6.1 hereof, commencing on the first day of the month following his Normal Retirement Date. Subject to adjustment as provided in Article G8 hereof, such Retirement Income shall become nonforfeitable upon the Seneca Participant attaining his Normal Retirement Date. The Administrator shall notify the Seneca Participant of his eligibility for Retirement Income not less than three (3) months prior to his Normal Retirement Date.

G5.2 Deferred Retirement. A Seneca Participant who continues in the employ of a Participating Employer or an Affiliate beyond his Normal Retirement Date shall be eligible to retire and receive Deferred Retirement Income as provided in Section G6.2 hereof, commencing on the first day of the month following his date of actual retirement. Such a Seneca Participant shall be provided with the notification described in Department of Labor regulation Section 2530.203-3. No Retirement Income payment will be made under Section G6.2 hereof for any month of employment with any of the FirstEnergy Companies after such notification is provided unless the Seneca Participant accumulates less than forty (40) Hours of Service in that month.

G5.3 Early Retirement. A Seneca Participant, who continues in the employ of a Participating Employer or an Affiliate until his completion of at least ten (10) Years of Eligibility Service and attainment of Age fifty-five (55), shall be eligible to retire before his Normal Retirement Date and receive Early Retirement Income as provided in Section G6.3 hereof,

commencing on the first day of any month following his date of actual retirement and before his Normal Retirement Date as he shall select in writing.

G5.4 Terminated Vested Retirement. A Seneca Participant who has completed at least five (5) Years of Eligibility Service on the date his employment terminates for any reason (other than his death or retirement under Sections G5.1, G5.2, G5.3 or G7.1 hereof) shall be entitled to receive Terminated Vested Retirement Income as provided in Section G6.4 hereof, commencing on his Normal Retirement Date unless he elects to receive reduced Terminated Vested Retirement Income commencing on an earlier date which may be the first day of any month between his attainment of age fifty-five (55) and his Normal Retirement Date.

ARTICLE G6
RETIREMENT INCOME

G6.1 Normal Retirement Income. Subject to the applicable provisions of Section G6.5 and Article G8 hereof, the annual Retirement Income payable to a Seneca Participant, who retires as provided in Section G5.1 hereof commencing on the first day of the month following his Normal Retirement Date, shall be a Basic Annuity which equals:

- (a) 1.5% of his Basic Earnings for each year of Benefit Service which is included in his first twenty (20) years of Combined Benefit Service; plus
- (b) 0.9% of his Basic Earnings for each year of Benefit Service which is in excess of twenty (20) years of Combined Benefit Service; provided, however, that the foregoing 0.9% shall be increased to 1.1% in the case of a Seneca Participant who had at least fifteen (15) years of GPU Benefit Service as of December 31, 1998 under the GPU Companies Plan.

G6.2 Deferred Retirement Income. Subject to the applicable provisions of Section G6.5 and Article G8 hereof, the annual Retirement Income payable to a Seneca Participant, who retires after his Normal Retirement Date as provided in Section G5.2 hereof commencing on the first day of the month following his date of actual retirement, shall be a Basic Annuity determined as of such date in accordance with Section G6.1 hereof.

G6.3 Early Retirement Income. Subject to the applicable provisions of Section G6.5 and Article G8 hereof, the annual Retirement Income payable to a Seneca Participant who retires as provided in Section G5.3 shall be a Basic Annuity determined as of his date of early retirement in accordance with the formula set forth in Section G6.1 hereof and shall be reduced by one-twelfth (1/12th) of four percent (4%) for each full month by which the Seneca Participant's Benefit Commencement Date precedes the end of the month of his sixtieth (60th) birthday.

G6.4 Terminated Vested Retirement Income. Subject to the applicable provisions of Section G6.5 and Article G8 hereof, the annual Retirement Income payable to a Seneca Participant, who is entitled to Terminated Vested Retirement Income pursuant to Section G5.4 hereof, shall be equal to a Basic Annuity determined as of his date of termination of employment in accordance with the formula set forth in Section G6.1 hereof and commencing on his Normal Retirement Date. In the event such Seneca Participant elects to receive reduced Terminated Vested Retirement Income commencing prior to his Normal Retirement Date, he shall be entitled to receive the following percentage of the annual Retirement Income which would have commenced as of the first day of the month following his Normal Retirement Date, based on the number of months his Benefit Commencement Date precedes his Normal Retirement:

<u>Number of Months Before Normal Retirement Date</u>	<u>Percentage</u>
0	100%
12	89%
24	79%
36	70%
48	63%
60	56%
72	51%
84	46%
96	41%
108	37%
120	34%

(Interpolate for months not shown.)

G6.5 Temporary Increase of Basic Annuity. The Basic Annuity payable under Section G6.1, G6.2, G6.3, G6.4 or G7.2 hereof shall be increased by twenty percent (20%) for the first twelve (12) months during which it is payable.

G6.6 Reemployment/Cessation of Retirement Income. If a Seneca Participant who retired or terminated employment returns to employment with any of the FirstEnergy Companies, Retirement Income being paid to him shall cease to be payable to him until he again becomes entitled to Retirement Income in accordance with the Seneca Constituent Plan. Any Retirement Income payable upon the Seneca Participant's subsequent retirement or termination of employment shall be increased by the Actuarial Equivalent of any payments which were suspended and not paid to him as a result of his reemployment. Such a Seneca Participant shall be provided with the notification described in Department of Labor regulation Section 2530.203-3. No Retirement Income payment will be made for any month of employment with any of the FirstEnergy Companies after such notification is provided unless the Seneca Participant accumulates less than forty (40) Hours of Service in that month. In accordance with Section G3.2 hereof, a rehired Seneca Participant shall not accrue any further benefits under the Seneca Constituent Plan. Any future accruals would be under the 2005 FirstEnergy Constituent Plan or the Cash Balance Constituent Plan.

ARTICLE G7

DISABILITY

G7.1 Eligibility for Disability Retirement. A Seneca Participant who, on the basis of medical evidence satisfactory to the Administrator, is found to be physically or mentally disabled to an extent which is expected to permanently prevent him from performing the duties for which he can be employed by his Participating Employer may retire or be retired by the Participating Employer on the last day of any calendar month, such day to be specified and to be known as his Disability Retirement Date, provided that:

- (a) he makes application to the Administrator for retirement or the Administrator gives written notice to him of his intended retirement, whichever is applicable, at least thirty (30) days prior to his Disability Retirement Date; and
- (b) on his Disability Retirement Date he will have been continuously so disabled for at least three (3) full months.

G7.2 Disability Retirement Income. Subject to the applicable provisions of Section G6.5 and Article G8 hereof, the annual Retirement Income payable to a Seneca Participant who shall have retired as provided in Section G7.1 hereof shall commence on the first day of the month following his Disability Retirement Date and shall be a Basic Annuity determined in accordance with the formula set forth in Section G6.1 hereof on the basis of his Basic Earnings and Benefit Service to his Disability Retirement Date or, if greater, two-thirds (2/3rds) of the Basic Annuity that would be determined in accordance with the formula set forth in Section G6.1 hereof on the basis of such Basic Earnings and the Benefit Service he would have had at his Normal Retirement Date if he had continued in employment with his Participating Employer until such date.

G7.3 Cessation of Retirement Income and Crediting of Hours of Service. If a Seneca Participant who retired in accordance with Section G7.1 hereof returns to employment with any of the FirstEnergy Companies, Retirement Income shall cease in accordance with Section G6.6 hereof and his Benefit Service shall be determined as though he had been employed at the rate of forty (40) Hours of Service per week during the term of his disability retirement.

ARTICLE G8

FORMS OF PAYMENT

G8.1 Normal Forms. The normal forms of payment under the Seneca Constituent Plan are as follows:

- (a) Single Life Annuity Option. If a Seneca Participant is not married as of his Benefit Commencement Date, his Retirement Income shall normally be payable in the form of an annuity for his lifetime only.
- (b) Automatic Joint and Surviving Spouse Annuity Option. If a Seneca Participant is married and has not elected an optional form of payment described in Section G8.3 hereof in accordance with Section G8.2 hereof, as of his Benefit Commencement Date, he shall be deemed to have made an effective designation of his spouse as his Joint Annuitant and to have elected that reduced Retirement Income shall be payable to him during his lifetime and that after his death (subsequent to the commencement of such reduced Retirement Income) Retirement Income equal to fifty percent (50%) of his reduced Retirement Income shall continue during the life of and be paid to his Joint Annuitant, if such Joint Annuitant survives him (such form of payment is hereafter referred to as a “Automatic Joint and Surviving Spouse Annuity Option”). The Automatic Joint and Surviving Spouse Annuity Option shall be the Actuarial Equivalent of the Retirement Income which would have been payable to the Seneca Participant under the Single Life Annuity Option.

G8.2 Election of Other Forms. Subject to certain restrictions described herein and in Section A10.4 hereof, in lieu of receiving his benefit in accordance with the applicable normal form set forth in Section G8.1 hereof, a Seneca Participant may elect to receive his benefit pursuant to an optional form of payment described in Section G8.3 hereof. The Administrator shall, no less than thirty (30) days and no more than ninety (90) days prior to such Seneca Participant’s Benefit Commencement Date, provide such Seneca Participant with a written explanation of:

- (a) the terms and conditions of the normal forms set forth in Section G8.1 hereof and the optional forms set forth in Section G8.3 hereof;

- (b) his right to make, and the effect of, an election under this Section not to receive his benefits pursuant to the normal form set forth in Section G8.1 hereof;
- (c) the rights of a married Seneca Participant's spouse in regard to such election;
- (d) his right to make, and the effect of, a revocation of such an election;
- (e) the relative values of the forms of payment which are available to him; and
- (f) if applicable, his right to defer receipt of his benefits and the consequences of failing to defer receipt of his benefits.

Any election of a form of payment shall be made by a Seneca Participant within the ninety (90) days prior to his Benefit Commencement Date (the "90-day Election Period"); provided, however, that his Benefit Commencement Date shall be delayed, if necessary, to insure that he shall have received the foregoing written explanation at least thirty (30) days prior to his Benefit Commencement Date. Any such election may be revoked and made again any number of times as long as the 90-day Election Period has not expired.

Notwithstanding anything contained in this Article to the contrary, the following provisions apply to the time for written explanation described in the preceding paragraphs:

- (i) Such written explanation may be provided after the date as of which the Seneca Participant's benefit is to commence, except to the extent provided in lawful regulations. If so provided, the 90-day Election Period shall not end before the thirtieth (30th) day after the date on which such explanation is provided.
- (ii) A Seneca Participant may elect (with any applicable spousal consent) to waive any requirement that the written explanation to be provided at least thirty (30) days before the date as of which the Seneca Participant's benefit is to commence (or to waive the thirty (30) day requirement under subparagraph (i) above) if:
 - (A) the Administrator provides information clearly indicating the Seneca Participant has the right to at least thirty (30) days to consider whether to waive the normal form of

payment described in Section G8.1 hereof and consent to another form of payment;

- (B) the benefit commences more than seven (7) days after such explanation is received;
- (C) the Seneca Participant is permitted to revoke an affirmative distribution election at least until the Benefit Commencement Date, or if later, at any time prior to the expiration of the seven (7) day period that begins the day after such explanation is provided to the Seneca Participant.

Such election shall be on a form prescribed for the purpose by the Administrator, shall be signed by the Seneca Participant, shall designate the Joint Annuitant and the Selected Percentage if he shall have selected a Joint and Survivor Annuity Option or a Joint and Survivor Annuity Option A and shall designate the Contingent Beneficiary and the Selected Period if he shall have selected a Period Certain Annuity Option. Such election shall be deemed to be made when it shall have been received by the Administrator or its designated representative. Satisfactory proof of the age of the Joint Annuitant designated by the Seneca Participant will be required prior to the payment of benefits under any such Joint and Survivor Annuity Option.

Prior to a Seneca Participant's Benefit Commencement Date, the Seneca Participant shall certify to the Administrator, on a form which the Administrator shall furnish to the Seneca Participant, either (i) that the Seneca Participant is not married and does not expect to become married prior to his Benefit Commencement Date as determined under Section G2.4(a) hereof, or (ii) that the Seneca Participant is married or expects to become married prior to such date and the name and date of birth of the person to whom the Seneca Participant is married to or so expects to become married to. Notwithstanding any other provision herein to the contrary, no amount shall be payable hereunder to the surviving spouse of a Seneca Participant who has filed with the Administrator a certification described in (i) above.

Subject to retroactive payment thereof, any annuity income payments otherwise due under the Seneca Constituent Plan shall be delayed until thirty (30) days after whichever of the following is applicable:

- (1) The receipt by the Administrator of the certification from a Seneca Participant who has certified therein that the Seneca Participant is not married and does not expect to become married prior to his Benefit Commencement Date as determined under Section G2.4(a) hereof.
- (2) The receipt by the Administrator of the completed election form from a Seneca Participant who elects not to be covered by a Joint and Survivor Annuity Option, a Joint and Survivor Annuity Option A or the Automatic Joint and Surviving Spouse Annuity Option.
- (3) The receipt by the Administrator of satisfactory proof of the date of birth of the Joint Annuitant of a Seneca Participant (i) who elects to be covered by a Joint and Survivor Annuity Option or a Joint and Survivor Annuity Option A, or (ii) who has been deemed to have elected the Automatic Joint and Surviving Spouse Annuity Option

If a Seneca Participant, who has a spouse living at his Benefit Commencement Date who is entitled to the Automatic Joint and Surviving Spouse Annuity Option, elects a form of payment other than the Automatic Joint and Surviving Spouse Annuity Option (including the Level Income Option, if elected in conjunction with the Automatic Joint and Surviving Spouse Annuity Option), such election shall not be effective hereunder unless the Seneca Participant's spouse consents to the Seneca Participant's election within the 90-day Election Period in accordance with Section A11.12 hereof. The consent of a Seneca Participant's spouse to any such election shall be irrevocable.

G8.3 Optional Forms of Payment. The optional forms of payment under the Seneca Constituent Plan are as follows:

- (a) Single Life Annuity Option. A Seneca Participant may elect that his Retirement Income be paid in the form of an annuity for his lifetime only.

- (b) Joint and Survivor Annuity Option. A Seneca Participant may elect to receive reduced Retirement Income payable to him during his lifetime with the provision that after his death (subsequent to the commencement of such reduced Retirement Income), Retirement Income equal to 100%, 75%, 50% or 25%, as specified by the Seneca Participant (the “Selected Percentage”), of his reduced Retirement Income shall continue during the life of and be paid to the Joint Annuitant that the Seneca Participant shall have designated pursuant to Section G8.2 hereof, if such Joint Annuitant survives him. If the Joint Annuitant so designated dies before the Seneca Participant’s Benefit Commencement Date, the Seneca Participant’s election hereunder shall become null and void as of the date of the Joint Annuitant’s death. If the Joint Annuitant so designated dies during the first five (5) years after the Seneca Participant’s Benefit Commencement Date, the Seneca Participant’s Retirement Income shall be increased to the amount which would have been payable to him had he elected to receive his Retirement Income under the Single Life Annuity Option as of the first day of the month following the date of the Joint Annuitant’s death unless the Seneca Participant designates a new Joint Annuitant within three (3) months after the date of the Joint Annuitant’s death. If the Joint Annuitant dies more than five (5) years after the Seneca Participant’s Benefit Commencement Date, the Seneca Participant’s election hereunder shall remain in effect and the Seneca Participant’s Retirement Income will continue to be paid in the reduced amount. Such optional form of payment shall be the Actuarial Equivalent of the Retirement Income which would have been payable to the Seneca Participant under the Single Life Annuity Option (without regard to any adjustment under subparagraph (e) below).
- (c) Joint and Survivor Annuity Option A. A Seneca Participant may elect to receive reduced Retirement Income payable to him during his lifetime with the provision that after his death (subsequent to his Benefit Commencement Date), Retirement Income equal to 100%, 75%, 50% or 25%, as specified by the Seneca Participant (the “Selected Percentage”), of his reduced Retirement Income shall continue during the life of and be paid to the Joint Annuitant that the Seneca Participant shall have designated pursuant to Section G8.2 hereof, if such Joint Annuitant survives him. If the Joint Annuitant so designated dies before the Seneca Participant’s Benefit Commencement Date, the Seneca Participant’s election hereunder shall become null and void as of the date of the Joint Annuitant’s death. If the Joint Annuitant so designated dies after the Seneca Participant’s Benefit Commencement Date, the Seneca Participant’s Retirement Income shall be increased to the amount which would have been payable to him had he elected to receive his Retirement Income under the Single Life Annuity Option as of the first day of the month following the date of the Joint Annuitant’s death. Such optional form of payment shall be the Actuarial Equivalent of the Retirement Income which would have been payable to the Seneca Participant under

the Single Life Annuity Option (without regard to any adjustment under subparagraph (e) below).

- (d) Period Certain Annuity Option. A Seneca Participant may elect to receive reduced Retirement Income payable to him during his lifetime with the provision that in the event he shall die (subsequent to the commencement of such reduced Retirement Income) before he shall have received Retirement Income payments for a period of 60, 120 or 180 months, as selected by the Seneca Participant (the "Selected Period"), after his death Retirement Income equal to 100% of his reduced Retirement Income shall continue for the remainder of the Selected Period to the Contingent Beneficiary he shall have designated pursuant to Section G8.2 hereof. The reduced Retirement Income for any Selected Period selected by the Seneca Participant shall be the Actuarial Equivalent of the Retirement Income which would have been payable to the Seneca Participant under the Single Life Annuity Option. Following the death of such Contingent Beneficiary, the lump sum Actuarial Equivalent of any remaining payments will be paid to the estate of the Contingent Beneficiary in a single lump payment.

- (e) Level Income Option. A Seneca Participant who has elected or is deemed to have elected the Single Life Annuity Option, the Automatic Joint and Surviving Spouse Annuity Option, a Joint and Survivor Annuity Option, or a Joint and Survivor Annuity Option A, whose Retirement Income is payable under Article G5 hereof and whose Benefit Commencement Date occurs prior to the earliest date as of which he could receive old-age Social Security benefits may further elect to receive increased Retirement Income prior to such earliest date and reduced Retirement Income after such earliest date, determined in accordance with the table set forth below, such that the difference between the increased payment and the reduced payment equals the amount, estimated at his Benefit Commencement Date, of the old-age Social Security benefit payable at such earliest date, subject to adjustments under subparagraphs (i) and (ii) below.

Change Per \$100 of Estimated Age 62
Social Security Benefit

Number of Months Increased Retirement Income Is Payable	Increase Before Age 62	Decrease After Age 62
0	\$100.00	\$ 0.00
12	\$ 89.50	\$10.50
24	\$ 80.10	\$19.90
36	\$ 71.90	\$28.10
48	\$ 64.80	\$35.20
60	\$ 58.40	\$41.60
72	\$ 52.80	\$47.20
84	\$ 47.70	\$52.30

(Interpolate for months not shown)

Notwithstanding the foregoing to the contrary, if the Seneca Participant is entitled to Retirement Income in accordance with Section G5.3 hereof, the following additional rules shall apply:

- (i) prior to Age sixty-two (62) there shall be an increase to his monthly Retirement Income based on the age appropriate amount from the Decrease After Age 62 column for the first One Hundred Dollars (\$100.00) of estimated Age sixty-two (62) monthly Social Security benefit in addition to the increase set forth in the table above; and
- (ii) after Age 62 there shall be no reduction to his monthly Retirement Income for the first One Hundred Dollars (\$100.00) of estimated Age sixty-two (62) monthly Social Security benefit.

Upon the death of a Seneca Participant who has elected or is deemed to have elected the Automatic Joint and Surviving Spouse Annuity Option, a Joint and Survivor Annuity Option, or a Joint and Survivor Annuity Option A, his Joint Annuitant under such Option shall receive the Retirement Income which would have been payable had this Level Income Option not been elected.

G8.4 Additional Rules and Requirements. The following rules and requirements apply to the election of any Option under this Article G8.

- (a) An Option shall become effective as of a Seneca Participant's Benefit Commencement Date as determined under Section G2.4(a) hereof.

- (b) The consent of a Joint Annuitant or Contingent Beneficiary other than a Seneca Participant's spouse shall not be required for the election of any Option.
- (c) If a Seneca Participant dies prior to his Benefit Commencement Date, his election of an Option under this Article shall become null and void.
- (d) If a new Joint Annuitant designated pursuant to a Joint and Survivor Annuity Option after the death of the original Joint Annuitant is younger than the original Joint Annuitant, the Retirement Income payable to the Seneca Participant after the date of the original Joint Annuitant's death shall be the Retirement Income that would have been payable had the new Joint Annuitant been designated prior to the original Benefit Commencement Date of the Retirement Income.

Except as specifically provided under Section G8.3(b) hereof, a Seneca Participant may only name a new Joint Annuitant prior to his Benefit Commencement Date and, if applicable, only with the consent of his spouse in accordance with Section A11.12 hereof.

- (e) If, as of a Seneca Participant's Benefit Commencement Date as determined under Section G2.4(a) hereof, his Retirement Income is payable in the form of the Automatic Joint and Surviving Spouse Annuity Option, the Joint and Survivor Annuity Option or the Joint and Survivor Annuity Option A with his spouse designated as the Joint Annuitant, and if at any time after such date the Seneca Participant's marriage to such spouse terminates for any reason other than the death of such spouse, his Retirement Income shall continue to be payable pursuant to such Option and the person married to the Seneca Participant at such Benefit Commencement Date shall continue to be covered thereunder as his Joint Annuitant.
- (f) A Seneca Participant may revoke or change an election previously made only by completing and filing a new election form with the Administrator prior to his Benefit Commencement Date. After such Benefit Commencement Date, the Seneca Participant may not revoke or change an election previously made or deemed to have been made by the Seneca Participant.
- (g) A Seneca Participant may not designate a Joint Annuitant who is not his spouse unless such elected Joint and Survivor Annuity Option or Joint and Survivor Annuity Option A conforms to the incidental death benefit requirements of Section 1.401(a)(9)-6 of the Treasury Regulations.
- (h) If a Seneca Participant is receiving Retirement Income pursuant to a Period Certain Annuity Option described in Section G8.3(d) hereof and his Contingent Beneficiary dies, he may designate a successor Contingent

Beneficiary. If such Seneca Participant dies before designating a successor Contingent Beneficiary, his Contingent Beneficiary shall be deemed to be his surviving spouse, or if there is no surviving spouse, his estate.

G8.5 Small Benefits. If the total amount of the monthly Retirement Income payable under the Seneca Constituent Plan is to be, or, pursuant to an Option becomes, less than One Hundred Twenty Dollars (\$120.00) per year, the Administrator may elect, subject to the consent of the payee, to have payments made in quarterly or other periodic installments, or to have an Actuarial Equivalent lump sum payment made in accordance with Section A11.5.

G8.6 Minimum Reduced Retirement Income. Notwithstanding any provision of the Plan to the contrary, determinations of reduced Retirement Income shall be subject to the following:

- (a) the amount of reduced Retirement Income payable under the 100% Joint and Survivor Annuity Option, the 50% Joint and Survivor Annuity Option and the Automatic Joint and Surviving Spouse Annuity Option to a Seneca Participant whose employment terminated on or after January 1, 2007 and prior to January 1, 2012 and who is entitled to Terminated Vested Retirement or an Early Retirement and defers commencement of his Retirement Income ("Post-2006 Vestor") shall be determined by utilizing the mortality table specified in Section A2.2(a)(i) hereof and the rate of interest specified in Section A2.2(b)(i) hereof; provided, however, that the amount of reduced Retirement Income payable to a Post-2006 Vestor who elects the 100% Joint and Survivor Annuity Option, the 50% Joint and Survivor Annuity Option or the Automatic Joint and Surviving Spouse Annuity Option on his date of termination of employment shall not be less than the reduced Retirement Income which would have been payable to such Post-2006 Vestor under such Option utilizing the actuarial factors and Retirement Income determined as of the day before his date of termination of employment; and
- (b) the amount of reduced Retirement Income payable to a Seneca Participant who terminates employment or retires on or after January 1, 2012 and who elects the 100% Joint and Survivor Annuity Option, the 50% Joint and Survivor Annuity Option or the Automatic Joint and Surviving Spouse Annuity Option shall not be less than the reduced Retirement Income which would have been payable to such Seneca Participant under such Option on December 31, 2011 utilizing the actuarial factors in effect on December 31, 2011.

ARTICLE G9
DEATH BENEFITS

G9.1 Surviving Spouse's Benefit. The surviving spouse of a Seneca Participant who dies prior to his Benefit Commencement Date at a time when the Seneca Participant:

- (a) has satisfied the requirements to receive future Retirement Income under Section G5.1, G5.2 or G5.3; or
- (b) is still in the employ of a Participating Employer or an Affiliate on his date of death and has completed at least five (5) years of Eligibility Service;

shall receive monthly income commencing on either:

- (i) the first day of the calendar month following the month in which the Seneca Participant's death occurred; or
- (ii) the first day of any later month selected by such spouse but not later than the month in which the Seneca Participant would have attained Age sixty-five (65);

and ceasing with the payment due as of the first day of the calendar month in which the surviving spouse dies. The amount of such monthly income shall be equal to fifty percent (50%) of the monthly amount of Basic Annuity which would have been payable pursuant to Section G7.2 hereof to the Seneca Participant if he is treated as if he had retired for disability on the last day of the pay period in which his death occurred.

G9.2 Surviving Spouse's Benefit (Terminated Vested Seneca Participants). The surviving spouse of a Seneca Participant who dies after his termination of employment and prior to his Benefit Commencement Date at a time when the Seneca Participant has satisfied the requirements to receive Retirement Income under Section G5.4 (but not under Sections G5.1, G5.2 or G5.3) shall receive monthly income commencing on either:

- (a) the first day of the calendar month following the month in which the Seneca Participant's death or fifty-fifth (55th) birthday occurred, whichever is later; or

- (b) the first day of any later month selected by such spouse but not later than the month in which the Seneca Participant would have attained Age sixty-five (65);

and ceasing with the payment due as of the first day of the calendar month in which the surviving spouse dies. The amount of such monthly income shall be equal to the monthly income which would have been payable to the spouse had the Seneca Participant:

- (i) elected to have Retirement Income payments begin on the date as of which monthly income payments to the spouse, as described above, are to begin;
- (ii) elected to be covered by the Automatic Joint and Surviving Spouse Annuity Option; and
- (iii) then died.

G9.3 Death Benefit Payable to Eligible Dependents. If a Seneca Participant dies under the circumstances described in Section G9.1 hereof, is not survived by a spouse eligible for benefits under Section G9.1 hereof, but is survived by one or more Eligible Dependents, as described below, each such dependent shall, regardless of the length of any marriage between the Seneca Participant and any other parent of any such dependent, be eligible to receive a monthly income commencing on the first day of the calendar month following the month in which the Seneca Participant's death occurred and ceasing with the payment due as of the first day of the calendar month in which such surviving dependent ceases to be an Eligible Dependent. The amount of the monthly income payable to such Eligible Dependent shall be the amount that would have been payable for such month to an eligible surviving spouse of the Seneca Participant under Section G9.1 hereof if the Seneca Participant had been married to an eligible spouse on the date of his death, divided by the number of persons who are the Seneca Participant's surviving Eligible Dependents during such month. "Eligible Dependent" means any natural or adopted child, or step-child, of the Seneca Participant (but not a foster child), for

whom the Seneca Participant provided over one-half (1/2) of the child's support during the twelve (12) month period ending on the date of the Seneca Participant's death, who:

- (a) has not yet attained his nineteenth (19th) birthday;
- (b) has not yet attained his twenty-third (23rd) birthday and is enrolled as a full-time student in an accredited school; or
- (c) is incapable of self support due to a physical or mental handicap that began prior to his nineteenth (19th) birthday.

G9.4 Pre-Retirement Survivor's Benefit.

- (a) If a Seneca Participant dies under the circumstances described in subparagraphs (i), (ii) and (iii) below and is not survived by a spouse eligible for benefits under Section G9.1 hereof, he has a choice of automatically having his Eligible Dependents covered under the provisions of Section G9.3 hereof or designating a Beneficiary to receive a Pre-Retirement Survivor's Benefit under this Section:
 - (i) he was an Employee or eligible for Retirement Income due to his normal, early or deferred retirement at the time of his death; and
 - (ii) he had completed ten (10) Years of Eligibility Service; and
 - (iii) he dies prior to his Benefit Commencement Date.

The Pre-Retirement Survivor's Benefit shall be monthly income paid to and for the life of such Beneficiary, commencing on the first day of any month between the month after the month in which occurs the Seneca Participant's death and December 31 of the year following the year in which occurs the Seneca Participant's death, as the Beneficiary selects, provided that if the Seneca Participant had attained his Normal Retirement Date prior to his death, payments to the Beneficiary shall commence as of the first day of the month following the month in which occurs the Seneca Participant's death. Notwithstanding the foregoing, if the benefit to the Beneficiary shall be payable in a single lump sum payment pursuant to the election of the Beneficiary under any applicable provision of this Plan, payment shall be made no later than December 31 of the end of the year following the year in which occurs the Seneca Participant's death or the end of the year in which the Seneca Participant dies, if he was past Normal Retirement Date at the time of death. In the event a Beneficiary is designated under this Section, no benefit shall be payable under Section G9.3 hereof. In the event a Beneficiary is not designated under this Section and there is not an Eligible Dependent covered under the

provisions of Section G9.3, no benefit shall be payable under this Section or Section G9.3 hereof.

- (b) Subject to the provisions of Section G9.6 hereof, the amount of monthly income payable to a Beneficiary under this Section shall be equal to one-twelfth (1/12th) of the annual amount of Basic Annuity (determined in accordance with the formula set forth in Section G6.1 hereof) to which the deceased Seneca Participant would have been entitled to if the first day of the month following the date of his death had been his Benefit Commencement Date and such Basic Annuity had been paid in the form of a 100% Joint and Survivor Annuity Option (as described in subparagraph (d) below). However, the amount of monthly income payable to the Beneficiary shall be further reduced for commencement prior to the date the Seneca Participant would have attained his Normal Retirement Date in accordance with the early retirement factors set forth in Table 2 to Part G of the Plan; provided, however, that no reduction under this subparagraph (b) will exceed 30%. The birth dates of the Seneca Participant and his Beneficiary shall be used for the purpose of the calculations to be made in accordance with this subparagraph (b) and subparagraph (d) below.
- (c) Beneficiary means only one (1) individual designated by the Seneca Participant and may not include an entity, such as a trust, an estate or any organization, including but not limited to, any charitable organization, to receive the benefit payable under this Section (or the benefit payable under Section G9.5 hereof) upon his death. The designation of Beneficiary shall be on a form provided for that purpose that shall be filed with the Administrator. The Seneca Participant may change his Beneficiary at any time by filing a new designation of Beneficiary form with the Administrator. If no Beneficiary is designated, no benefit shall be payable under this Section upon the death of such Seneca Participant.
- (d) Payment of a Seneca Participant's Basic Annuity in the form of a 100% Joint and Survivor Annuity Option means reduced Retirement Income payable to the Seneca Participant during his lifetime with the provision that after his death (subsequent to the commencement of such reduced Retirement Income) Retirement Income equal to 100% of his reduced Retirement Income shall continue during the life of and be paid to his Beneficiary. The 100% Joint and Survivor Annuity Option shall be the Actuarial Equivalent of the Retirement Income which would have been payable to the Seneca Participant under the Single Life Annuity Option.

G9.5 Qualified Pre-Retirement Survivor's Benefit.

- (a) If a Seneca Participant dies under the circumstances described in subparagraphs (i), (ii) and (iii) below and is not survived by a spouse eligible for benefits under Section G9.1 hereof, he has a choice of

automatically having his Eligible Dependents covered under the provisions of Section G9.3 hereof or designating a Beneficiary to receive a Qualified Pre-Retirement Survivor's Benefit under this Section:

- (i) he was an Employee at the time of his death; and
- (ii) he had completed five (5) Years of Eligibility Service but fewer than ten (10) Years of Eligibility Service; and
- (iii) he dies prior to his Benefit Commencement Date.

The Qualified Pre-Retirement Survivor's Benefit shall be monthly income paid to and for the life of such Beneficiary, commencing on the first day of any month between the month after the month in which occurs the Seneca Participant's death and December 31 of the year following the year in which occurs the Seneca Participant's death, as the Beneficiary selects, provided that if the Seneca Participant had attained his Normal Retirement Date prior to his death, payments to the Beneficiary shall commence as of the first day of the month following the month in which occurs the Seneca Participant's death. Notwithstanding the foregoing, if the benefit to the Beneficiary shall be payable in a single lump sum payment pursuant to the election of the Beneficiary under any applicable provision of this Plan, payment shall be made no later than December 31 of the end of the year following the year in which occurs the Seneca Participant's death or the end of the year in which the Seneca Participant dies, if he was past Normal Retirement Date at the time of death. In the event a Beneficiary is designated under this Section, no benefit shall be payable under Section G9.3 hereof. In the event a Beneficiary is not designated under this Section and there is not an Eligible Dependent covered under the provisions of Section G9.3, no benefit shall be payable under this Section or Section G9.3 hereof.

- (b) If a Seneca Participant described in subparagraph (a) above dies, then subject to the provisions of Section G9.6 hereof, the amount of monthly income payable to his Beneficiary under this Section as a Qualified Pre-Retirement Survivor's Benefit shall be equal to one-twelfth (1/12th) of the annual amount of Basic Annuity (determined in accordance with the formula set forth in Section G6.1 hereof) accrued to the Seneca Participant and paid as if the Seneca Participant had elected a 100% Joint and Survivor Annuity Option (as described in Section G9.4(d) hereof). Such amount shall be reduced by the early retirement factors set forth in Table 1 to Part G of the Plan; provided that if payment commences prior to age fifty-five (55), the amount shall be further reduced in accordance with the actuarial factors set forth in subsections(a)(i) and (b)(i) of Section A2.2 for each month in which benefit payments commence prior to attainment of Age fifty-five (55).

- (c) The birth dates of the Seneca Participant and his Beneficiary shall be used for the purpose of the calculations to be made in accordance with subparagraph (b) above.
- (d) For purposes of this Section, “Beneficiary” shall have the meaning set forth in Section G9.4(c) hereof.

G9.6 Incidental Death Benefit Requirements. Payment of death benefits under this Article must conform to the incidental death benefit requirements of Section 1.401(a)(9)-6 of the Treasury Regulations. In the event the Beneficiary of a Seneca Participant is a person who is not his spouse and such person’s death benefit under Section G9.4 or G9.5 hereof cannot be determined by using the 100% Joint and Survivor Annuity Option since such Option fails to satisfy the requirements of the preceding sentence, the applicable death benefit shall instead be determined as if the Seneca Participant had elected the maximum Joint and Survivor Annuity Option (75% or 50%) permitted under said Treasury Regulations.

G9.7 Elimination of Charge for Surviving Spouse’s Benefit Coverage. For purposes of clarification, no Seneca Participant whose Benefit Commencement Date is on or after the Restatement Date shall have his Basic Annuity reduced due to the coverage provided under Section G9.2 hereof.

